# Case 1:14-cv-04709-NLH-KMW Document 1 Filed 07/29/14 Page 1 of 28 PageID: 1

JS 44 (Rev. 12/12)

# **CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

-	ocket sheet. (BEE 1131 NOC	TIONS ON NEAT TAGE C	IT ITIS FO	MW.)			
I. (a) PLAINTIFFS ERIC MOORE AND LOR 403 W. Oak Avenue Wildwood, NJ 08260 (b) County of Residence of		Cape May County		DEFENDANTS HARTFORD INSU One Hartford Plaza Hartford, CT 06115 County of Residence	RANCE C a 5		THE MIDWEST
(E.	XCEPT IN U.S. PLAINTIFF C.	ASES)		NOTE: IN LAND CO THE TRACT		LAINTIFF CASES OF ON CASES, USE TH NOLVED.	•
(c) Attorneys (Firm Name, Claims Worldwide LLC, A Daniel W. Ballard, Esquir dballard@claimsworldwid	135 N. Main Street, Do e	ylestown, PA 1890	)1	Attorneys (If Ki	nown)		
II. BASIS OF JURISDI	ICTION (Place an "X" in C	One Box Only)	III. CI	TIZENSHIP OF P	RINCIPA	L PARTIES	Place an "X" in One Box for Plaintiff
☐ 1 U.S. Government Plaintiff	☑ 3 Federal Question (U.S. Government	Not a Party)			TF DEF	Incorporated or Pri	
☐ 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizensh	nip of Parties in Item III)	Citize	en of Another State	2 🗇 2	Incorporated and P. of Business In A	
				en or Subject of a ☐ reign Country	3 🗇 3	Foreign Nation	<b>0606</b>
IV. NATURE OF SUIT							
CONTRACT		DRTS		DRFEITURE/PENALTY	BAN	KRUPTCY	OTHER STATUTES
☑ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument	PERSONAL INJURY  310 Airplane  315 Airplane Product Liability	PERSONAL INJUR  365 Personal Injury - Product Liability  367 Health Care/		5 Drug Related Seizure of Property 21 USC 881 0 Other	☐ 423 With	eal 28 USC 158 drawal ISC 157	☐ 375 False Claims Act ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking
☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act	☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers'	Pharmaceutical Personal Injury Product Liability			☐ 820 Copy ☐ 830 Pater	nt	☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment	Liability  340 Marine  345 Marine Product Liability	☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPER		LABOR  0 Fair Labor Standards		SECURITY	Corrupt Organizations  480 Consumer Credit  490 Cable/Sat TV
of Veteran's Benefits  160 Stockholders' Suits  190 Other Contract  195 Contract Product Liability  196 Franchise	☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury	☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage	□ 72 □ 74	Act 0 Labor/Management Relations 0 Railway Labor Act 1 Family and Medical	☐ 861 HIA ☐ 862 Blact ☐ 863 DIW ☐ 864 SSID ☐ 865 RSI	k Lung (923) C/DIWW (405(g)) Title XVI	□ 850 Securities/Commodities/ Exchange □ 890 Other Statutory Actions □ 891 Agricultural Acts □ 893 Environmental Matters □ 895 Freedom of Information
REAL PROPERTY	☐ 362 Personal Injury - Medical Malpractice CIVIL RIGHTS	Product Liability  PRISONER PETITION	☐ 79 NS ☐ 79	Leave Act 0 Other Labor Litigation 1 Employee Retirement	FEDER	AL TAX SUITS	Act  896 Arbitration  899 Administrative Procedure
210 Land Condemnation  220 Foreclosure  230 Rent Lease & Ejectment  240 Torts to Land  245 Tort Product Liability  290 All Other Real Property	☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/ Accommodations	Habeas Corpus:  463 Alien Detainee  510 Motions to Vacate Sentence  530 General		Income Security Act	☐ 870 Taxe or D ☐ 871 IRS-	s (U.S. Plaintiff efendant) —Third Party ISC 7609	Act/Review or Appeal of Agency Decision  950 Constitutionality of State Statutes
D 290 All Other Real Property	☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	Other:	□ 46 er □ 46	IMMIGRATION  2 Naturalization Application  5 Other Immigration  Actions			
	moved from  3	Remanded from (Appellate Court	⊐ 4 Rein Reop		r District	☐ 6 Multidistri Litigation	ict
VI. CAUSE OF ACTIO	I National Hood Inc	surance Act of 1968	re filing <i>(1</i> 8, 42 U.S	o not cite jurisdictional stat		iversity):	
VII. REQUESTED IN COMPLAINT:		IS A CLASS ACTION 3, F.R.Cv.P.	N D	EMAND \$		CHECK YES only URY DEMAND:	if demanded in complaint:
VIII. RELATED CASE IF ANY	E(S) (See instructions):	JUDGE			DOCKE	ET NUMBER	
DATE  7/29/20 FOR OFFICE USE ONLY	14	SIGNA <del>FURE O</del> F AT	TORNEY (	OF RECORD	200	erd	
	10UNT	APPLYING IFP		JUDGE		MAG IUI	DGE

# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

ERIC MOORE AND LORRAINE MOORE

403 W. Oak Avenue

٧.

CIVIL ACTION

Wildwood, NJ 08260

NO.:

HARTFORD INSURANCE COMPANY OF THE MIDWEST One Hartford Plaza Hartford, CT 06115

# CIVIL ACTION COMPLAINT

### I. PARTIES

- 1. Plaintiffs, Eric Moore and Lorraine Moore, are adult individuals residing at the address as set forth above.
- 2. Defendant, Hartford Insurance Company of the Midwest, is a corporation duly organized and existing which is licensed to issue policies of flood insurance pursuant to the National Flood Insurance Act of 1968, 42 U.S.C. §4001 et seq. and which did issue a flood policy, policy number 87048741292012, covering Plaintiffs' premises located at 403 W. Oak Avenue, Wildwood, NJ 08260. Plaintiffs are not in possession of the entire policy and it is alleged that said policy is in the possession of Defendant.
- 3. At all times material hereto, Defendant was acting either individually or through its duly authorized agents, servants, workmen or employees who were acting within the course and scope of their employment and on the business of said employer.

# II. <u>JURISDICTION</u>

4. Original exclusive jurisdiction is conferred upon this Court pursuant to the National Flood Insurance Act of 1968, 42 U.S.C. §4001 <u>et seq</u>.

# III. CAUSE OF ACTION AND DAMAGES

- 5. On or about October 28, 2012, while the aforementioned flood policy of insurance was in full force and effect, Plaintiffs suffered sudden and accidental direct physical losses by flood resulting in serious damage to the insured premises to the extent set forth in the Estimate of Citiwide Adjusters, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
- 6. Notice of Plaintiffs' covered loss was given to Defendant in a timely manner and Plaintiffs have done and otherwise performed all things required of them under the policy of insurance issued by Defendant.
- 7. Defendant, despite demand for benefits under its policy of insurance has failed and refused to pay to Plaintiffs those benefits due and owing under said policy of insurance.
- 8. Defendant has breached its contractual obligation to pay benefits to Plaintiffs for a loss covered under Defendant's policy of insurance.
- 9. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiffs as required under the aforementioned policy of insurance, Plaintiffs have suffered loss and damage in an amount in excess of \$150,000.00.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of \$150,000.00 together with costs, damages for delay, attorney fees and expenses pursuant to 28 U.S.C. § 2412 and such other remedies as seen fit by this Court.

# CLAIMS WORLDWIDE, LLC.

BY:

DANIEL W. BALLARD, ESQUIRE dballard@claimsworldwide.com

435 North Main Street Doylestown, PA 18901

215-230-0800

Attorney for Plaintiff

Date: July 29, 2014

EXHIBIT "A"

Supplement from Citimide

Business: (267) 229-3849

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998

Client:

Eric Moore

Property:

403 W Oak Ave

Wildwood, NJ 08260

Operator Info:

Operator:

**CHRIS** 

Estimator:

Christopher Tartt

Company:

Citiwide Adjusters

Home:

3600 Big Barn Lane

Bensalem, PA 19020

Type of Estimate:

Flood

Date Entered:

2/4/2013

Date Assigned:

Date Est. Completed:

2/4/2013

Date Job Completed:

Price List:

NJAC7X\_NOV12

Labor Efficiency:

Restoration/Service/Remodel

Estimate:

**MOORE** 

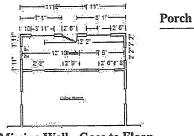
#### Please note:

The following estimate is based on the current information available, the estimate is subject to change if new information is presented.

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998

# MOORE

#### Main Level



340.33 SF Walls 432.42 SF Walls & Ceiling 10.23 SY Flooring 44.83 LF Ceil. Perimeter 92.08 SF Ceiling 92.08 SF Floor 42.08 LF Floor Perimeter

Height: 8'

Height: 8'

Missing Wall - Goes to Floor

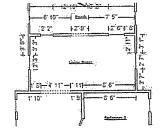
2' 9" X 6' 8"

#### Opens into LIVING\_ROOM

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1. Casing - 2 1/4" stain grade	77.00 LF	2.24	172.48	(0.00)	172.48
2. Crown molding - 3 1/4"	44.83 LF	2.77	124.18	(0.00)	124.18
3. Remove Crown molding - 2 1/4"	44.83 LF	0.50	22.42	(0.00)	22.42
4. Stain & finish casing	77.00 LF	1.02	78.54	(0.00)	78.54
There was paeling on all the walls. We your review.	hen you inspected the	loss the paneling may ha	ve been removed	d. I have attached a p	hoto for

5. Stain & finish crown molding 44.83 LF 1.09 48.86 (0.00) 48.86

Totals: Porch 446.48 0.00 446.48



Living Room

 366.22 SF Walls
 154.42 SF Ceiling

 520.64 SF Walls & Ceiling
 154.42 SF Floor

17.16 SY Flooring52.17 LF Ceil. Perimeter

44.50 LF Floor Perimeter

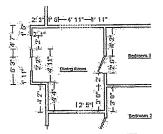
Missing Wall - Goes to Floor Missing Wall - Goes to Floor 4' 11" X 6' 8" 2' 9" X 6' 8" Opens into DINING\_ROOM
Opens into PORCH

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
6. R&R Casing - 2 1/4"	24.00 LF	2.12	50.88	(0.00)	50.88
7. Paint casing - two coats	24.00 LF	0.93	22.32	(0.00)	22.32
Totals: Living Room			73.20	0.00	73.20

2/4/2013

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2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



Dining Room

317.78 SF Walls

438.56 SF Walls & Ceiling

13.42 SY Flooring

45.83 LF Ceil. Perimeter

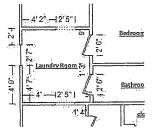
120.78 SF Ceiling 120.78 SF Floor 38.50 LF Floor Perimeter

Height: 8'

Height: 8'

Missing Wall - Goes to Floor Missing Wall - Goes to Floor 2' 5" X 6' 8" 4' 11" X 6' 8" Opens into LAUNDRY\_ROOM Opens into LIVING\_ROOM

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
8. R&R Casing - 2 1/4"	82.00 LF	2.12	173.84	(0.00)	173.84
9. Paint casing - two coats	82.00 LF	0.93	76.26	(0.00)	76.26
This covers the door and window	casing.				
The walls were panneling not wal	lpaper.				
Totals: Dining Room			250.10	0.00	250.10



245.11 SF Walls
320.11 SF Walls & Ceiling
8.33 SY Flooring
34.67 LF Ceil. Perimeter

75.00 SF Floor 29.83 LF Floor Perimeter

75.00 SF Ceiling

Missing Wall - Goes to Floor Missing Wall - Goes to Floor 2' 5" X 6' 8" 2' 5" X 6' 8"

Laundry Room

Opens into KITCHEN
Opens into DINING\_ROOM

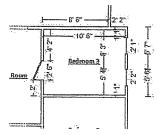
DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
10. R&R Dryer - Electric	1.00 EA	643.63	643.63	(0.00)	643.63
11. R&R Washer/Washing Machine - Top-loading	1.00 EA	607.25	607.25	(0.00)	607.25
12. R&R Casing - 2 1/4"	12.00 LF	2.12	25.44	(0.00)	25.44
13. FINISH CARPENTRY / TRIMWORK	12.00 EA	0.00	0.00	(0.00)	0.00
This covers the window.					
Totals: Laundry Room			1,276.32	0.00	1,276.32

MOORE

2/4/2013

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2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



Bedroom 3

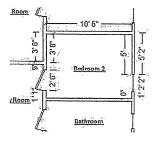
Height: 8'

304.00 SF Walls 393.25 SF Walls & Ceiling 9.92 SY Flooring 38.00 LF Ceil. Perimeter

89.25 SF Floor 38.00 LF Floor Perimeter

89.25 SF Ceiling

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
14. R&R Casing - 2 1/4"	46.00 LF	2.12	97.52	(0.00)	97.52
15. Paint casing - two coats	46.00 LF	0.93	42.78	(0.00)	42.78
This covers the door and window of	easing.			, ,	
Totals: Bedroom 3			140.30	0.00	140.30



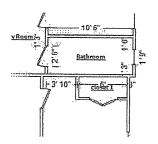
Bedroom 2

Height: 8'

296.00 SF Walls 380.00 SF Walls & Ceiling 9.33 SY Flooring 37.00 LF Ceil. Perimeter

84.00 SF Ceiling 84.00 SF Floor 37.00 LF Floor Perimeter

	·····		
2	61.48	(0.00)	61.48
93	26.97	(0.00)	26.97
		,	
)	3	26.97	



Bathroom

Height: 8'

240.00 SF Walls287.25 SF Walls & Ceiling5.25 SY Flooring30.00 LF Ceil. Perimeter

47.25 SF Floor 30.00 LF Floor Perimeter

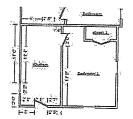
47.25 SF Ceiling

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
18. R&R Casing - 2 1/4"	25.00 LF	2.12	53.00	(0.00)	53.00
19. R&R Bath accessory	4.00 EA	29.26	117.04	(0.00)	117.04
MOORE				2/4/2013	Page: 4

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998

#### **CONTINUED - Bathroom**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
This coverr two towel bars toilt paper l	older and a towel rin	ng			
20. R&R Fiberglass tub surround only	1.00 EA	375.14	375.14	(0.00)	375.14
Totals: Bathroom			545.18	0.00	545.18



 Kitchen
 Height: 8'

 358.56 SF Walls
 121.42 SF Ceiling

 479.97 SF Walls & Ceiling
 121.42 SF Floor

 13.49 SY Flooring
 44.42 LF Floor Perimeter

Missing Wall - Goes to Floor

2' 5" X 6' 8"

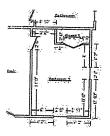
46.83 LF Ceil. Perimeter

Opens into LAUNDRY\_ROOM

2/4/2013

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DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
21. R&R Casing - 2 1/4"	63.00 LF	2.12	133.56	(0.00)	133.56
<ul><li>22. Paint casing - two coats</li><li>This covers the 3 door and window</li></ul>	63.00 LF rasing.	0.93	58.59	(0.00)	58.59
Totals: Kitchen			192.15	0.00	102 15



 Bedroom 1
 Height: 8'

 417.22 SF Walls
 145.04 SF Ceiling

 562.26 SF Walls & Ceiling
 145.04 SF Floor

 16.12 SY Flooring
 52.15 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
23. R&R Casing - 2 1/4"	65.00 LF	2.12	137.80	(0.00)	137.80
24. Paint casing - two coats	65.00 LF	0.93	60.45	(0.00)	
This covers the 2 door and 2 windo	w casing.		00.12	(0.00)	60.45
Totals: Bedroom 1			198.25	0.00	400.00
OORE			1.70.23	0.00	198.25

52.15 LF Ceil. Perimeter

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998

Total: Main Level			3,210.43	0.00	3,210.4
Exterio	or				
DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	AC
25. R&R 110 volt copper wiring run, box and outlet	1.00 EA	62.19	62.19	(0.00)	62.1
This covers an exterior outlet at back of	home				
26. Sheathing - plywood - 1/2" CDX	534.00 SF	1.23	656.82	(0.00)	656
The sheathing must be remove it was ex	sposed to catagory th	ree water.	030.62	(0.00)	656.8
27. Remove Sheathing - plywood - 1/2" CDX	534.00 SF	0.42	224.28	(0.00)	224.2
28. R&R House wrap (air/moisture barrier)	534.00 SF	0.30	160.20	(0.00)	160.2
29. Detach & Reset Exterior light fixture	1.00 EA	64.51	64.51	(0.00)	64.5
The light is at the back of house near the	e door				
30. Paint casing - two coats	34.00 LF	0.93	31.62	(0.00)	31.6
This covers the door casings			54.02	(0.00)	31.0
31. Exterior - paint two coats	1,068.00 SF	0.76	811.68	(0.00)	011 (
32. Fiber cement lap siding - 12"	1,174.00 SF	3.15	3,698.10	(0.00)	811.6
The siding is to ridged to detach and reso	et, it must be replace	đ.	2,070.10	(0.00)	3,698.1
33. Remove Fiber cement lap siding - 12"	1,068.00 SF	0.33	352.44	(0.00)	352.4
Fotals: Exterior			6,061.84	0.00	6,061.8
Line Item Subtotals: MOORE			9,272.27	0.00	9,272.2
Adjustments for Base Service Charges	3				A January
Carpenter - Finish, Trim/Cabinet					Adjustmen
Carpenter - General Framer					119.5
Electrician					97.2
Hardware Installer					190.00
nsulation Installer					122.32
lumber					121.74
Painter					200.00
iding Installer					103.96
otal Adjustments for Base Service Char					121.22
	ges:				1,076.00
ine Item Totals: MOORE			10,348.27	0.00	10,348.27

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998

# **Grand Total Areas:**

944.33	SF Walls SF Floor SF Long Wall	104.93	SF Ceiling SY Flooring SF Short Wall	373.51	SF Walls and Ceiling LF Floor Perimeter LF Ceil. Perimeter
	Floor Area Exterior Wall Area		Total Area Exterior Perimeter of Walls	3,021.45	Interior Wall Area
	Surface Area Total Ridge Length		Number of Squares Total Hip Length	0.00	Total Perimeter Length

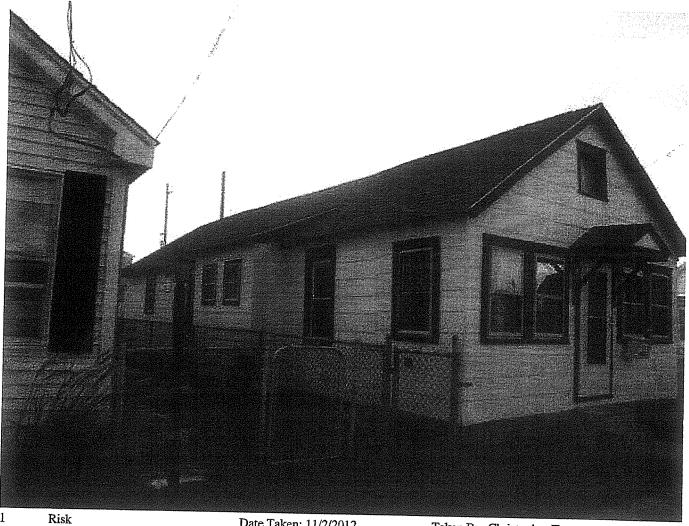
2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998

#### Summary

Line Item Total Total Adjustments for Base Ser	9,272.27 1,076.00			
Subtotal Overhead @ Profit @ Total Tax(Rep-Maint) @		10.0% 10.0% 7.000%		10,348.27 1,034.83 1,034.83 869.22
Replacement Cost Value Net Claim		\$13,287.15 \$13,287.15		

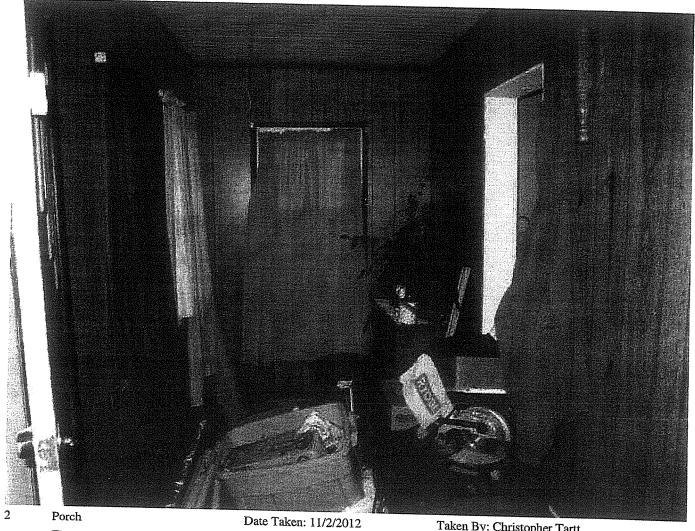
Christopher Tartt

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



Date Taken: 11/2/2012

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



There is paneling on all wall and door & window casing

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



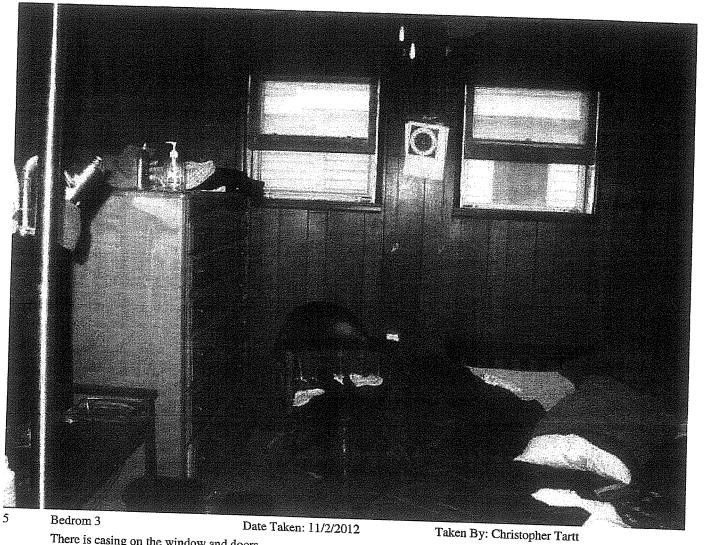
Dining Room Date Taken: 11/2/2012 Taken By: Christopher Tartt There was paneling on the dining room walls and casing on windows and doors.

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



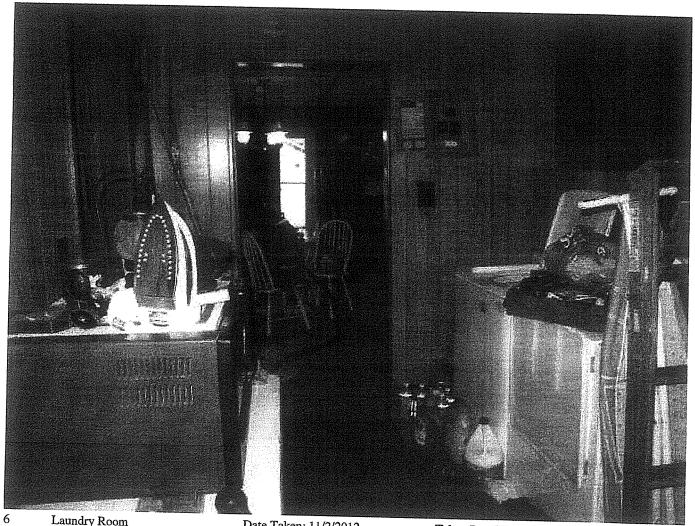
Dining room Date Taken: 11/2/2012 Taken By: Christopher Tartt There was paneling on the dining room walls and casing on windows and doors.

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



There is easing on the window and doors

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



Laundry Room Date Taken: 11/2/2012
The washer & dryer. There is easing on the window and doors

Taken By: Christopher Tartt

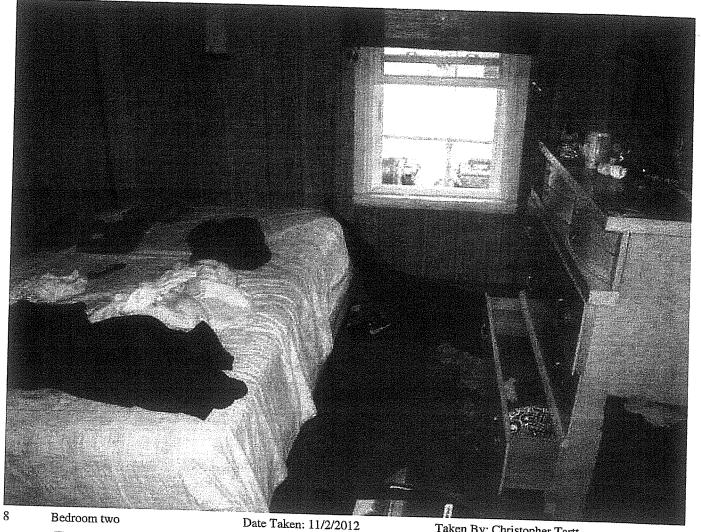
2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



Laundry Date Taken: 11/2/2012
The washer & dryer. There is easing on the window and doors

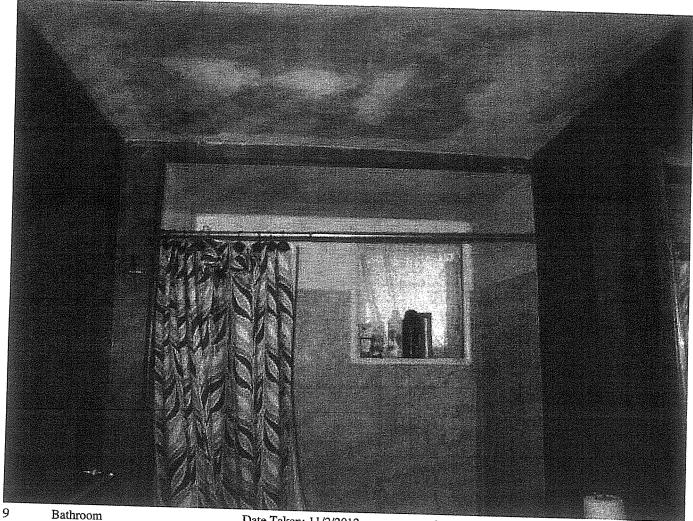
Taken By: Christopher Tartt

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



There is easing on the window and doors

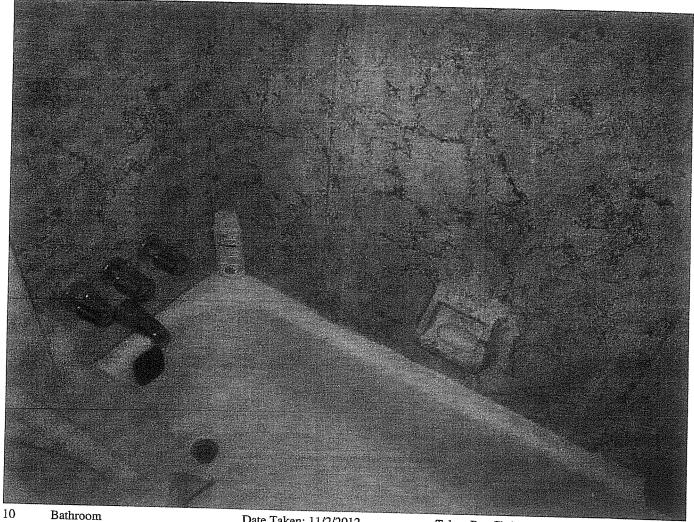
2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



Tub surround

Date Taken: 11/2/2012

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



Tub surround

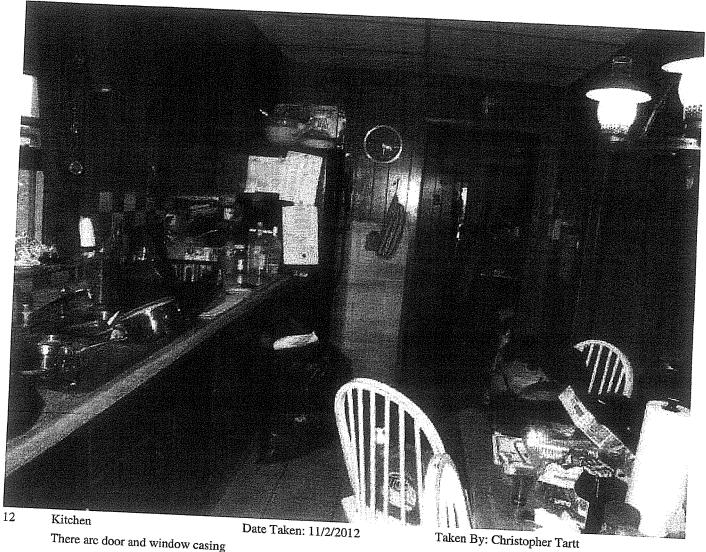
Date Taken: 11/2/2012

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



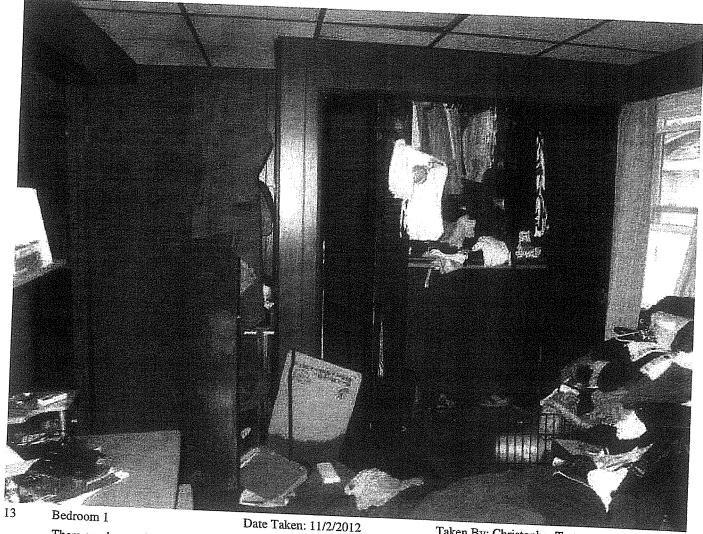
Towel bars

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There are door and window casing

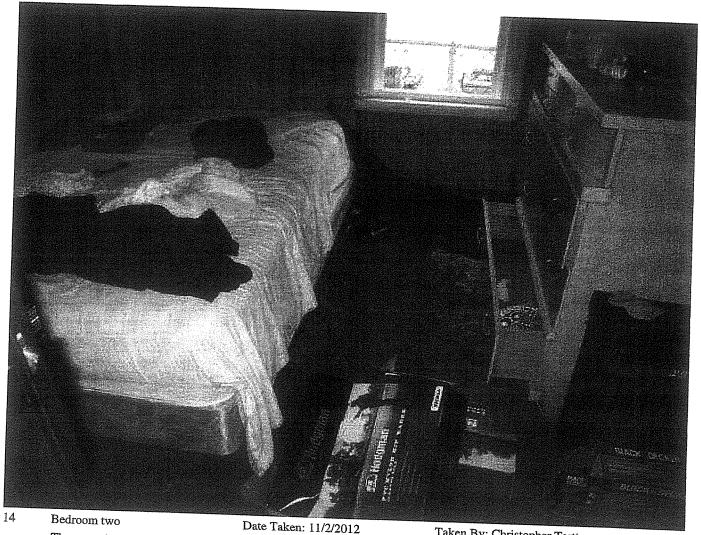
2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



There are door and window casings

Taken By: Christopher Tartt

2720 B Rhawn street Philadelphia Pa 19152 (215) 322-4998



There are door and window casings

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